



BOURBONNAIS TOWNSHIP PARK DISTRICT FACILITY USE AGREEMENT

(I) (We), the undersigned lessee(s) agree to lease the following facility (ies) of the Bourbonnais Township Park District (hereinafter "BTPD"),

Location (circle all that apply): Perry Farm Park, 459 N Kennedy Drive, Bourbonnais, IL 60914
Exploration Station, 1095 Perry Street, Bourbonnais, IL 60914
Recreation Station, 770 E Franklin Street, Bradley, IL 60915
Diamond Point Park, 6279 N 1000W Rd., Bourbonnais, IL 60914
Willowhaven Interpretive Center, 1451 N 4000 E Rd., Kankakee, IL 60901

Type of Function: _____ Number of People: _____

From _____ AM/PM _____, 20____ to _____ AM/PM _____, 20____.

Facility Fee: \$_____, plus Security Deposit Fee _____ Total: \$_____

RECITALS

- A. As used in this Agreement, "BTPD" includes its officers, officials, agents, employees and volunteers.
- B. As used in this Agreement, "premises" and "facilities" includes all leased facilities and common areas, including but not limited to parking facilities, restrooms, walkways, hallways, etc.

NOW, THEREFORE, in consideration of the recitals and representations herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Lessee(s) shall not enter, occupy or use this listed facility (ies) until the time(s) and date(s) specified above.
2. The Lessee(s) shall vacate the facility (ies) at the time(s) and date(s) indicated above or be charged a pro-rate amount for every one-half (1/2) of overtime use.
3. The Lessee(s) shall remit the full balance due for the rental of said facility (ies) upon reserving of said facility(ies)/property and immediately upon termination of rental period.
4. Lessee(s) shall be responsible for and will pay for any damage to BTPD property arising out of the use of the said facility (ies) pursuant to this Agreement, ordinary wear and tear excepted.
5. That the BTPD does not assume any liability for property loss or stolen on the BTPD premises, or for personal injuries sustained on the premises during Lessee(s) use of the premises and Lessee(s) hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that Lessee(s) may sustain as a result of this Agreement. Lessee(s) further agrees to waive and release the BTPD from any and all losses, claims, suits or judgments or damages that Lessee(s) might sustain as a result of any and all activities connected with or associated with this Agreement.
6. That no BTPD equipment or property shall be removed from the premises without permission of the BTPD Executive Director.

7. That, unless otherwise permitted, no beer, liquor or any alcoholic beverages shall be brought or consumed upon the premises or be in the possession of any member of the party. It is agreed that violation of this provision shall result in automatic revocation of all rights hereunder and the forfeiture of all fees. The foregoing shall not be interpreted as limited or revoking any rights of the BTPD under this Agreement.
8. If applicable, (I) (We) will set up the rooms/facility for my/our function. (I) (We), will take down the room/facility after my/our function. (I) (We), agree to wash, clean and put away all dishes, clean tables, chairs and, bag all garbage and/or restore the facility to its prior condition, ordinary wear and tear accepted.
9. Lessee(s) shall be responsible for inspecting the facility subject to this Agreement prior to each use and shall be responsible for bringing to the BTPD's attention any potential dangers, safety hazards or problems.
10. Lessee(s) is solely responsible for providing any and all supervision at all times during Lessee(s) use of any facility, including but not limited to the leased facility, and all common areas. Further, Lessee(s) shall be responsible for ensuring that Lessee's guests and invitees comply with all applicable rules and regulations pertaining to use of BTPD facilities.
11. Lessee(s) shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement. Lessee's misuse of facility privileges (including misuse by any member of Lessee's group) may result in denial of future rental requests by Lessee(s).
12. That this agreement for lease of the BTPD facility(ies) will not be entered into by the BTPD unless said Agreement is signed and delivered to the Office of the BTPD at the above address with appropriate security deposit.
13. That either party hereto may cancel this Agreement by delivery of written notice to the other party at least two (2) weeks prior to the scheduled hour as hereinbefore designated. If this Agreement is so canceled, Lessee(s) will not be required to pay the fee hereinbefore designated. The security deposit will be forfeited in all other circumstances whether or not the premises are used by Lessee(s).
14. It is fully understood and agreed by the parties that the Lessee(s) guarantees to defend, indemnify and hold harmless the BTPD, its officers, employees, volunteers and agents against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising indirectly or directly in connection with or under, or as a result of this Agreement.
15. Lessee(s) shall keep in force, to the satisfaction of the BTPD, at all times relevant hereto, general liability and bodily injury insurance in amounts of \$ 1,000,000.00 for each person and each occurrence, and property damage insurance in amounts of \$1,000,000.00 for each occurrence and aggregate total. The Lessee(s) agrees that before the covered function(s) may commence on BTPD property/facility, the Lessee(s) shall furnish Certificates of Insurance for the insurance coverage required herein, naming the BTPD as an additional insured.

The insurance shall contain no special limitation on the scope of protection afforded the BTPD and shall contain a "contractual liability" clause.

Lessee's insurance shall be primary insurance as respects the BTPD. Any insurance or self-

insurance maintained by the BTPD shall be in excess of Lessee's insurance and shall not contribute with it.

Lessee's insurer shall agree to waive all rights of subrogation against the BTPD.

Before this Agreement goes into effect, Lessee(s) shall deliver to the BTPD a Certificate of Insurance satisfactory to the BTPD.

16. Lessee(s) shall comply with any and all applicable facility rules and regulations, ordinances and permit procedures.
17. This Agreement may not be assigned by Lessee(s) without the BTPD's prior written consent.
18. This Agreement represents the entire understanding between the parties. This Agreement may be modified or altered only by further agreement in writing between the parties.
19. Interpretation of this Agreement shall be governed by the laws of the State of Illinois.

Date: _____

Lessee _____

Bourbonnais Township Park District

Signature _____
(a duly authorized representative)

Authorized Signature by

Printed name: _____

Address _____

Phone (H) _____ (B) _____

Title _____

The following facilities/property are available for lease:

All facilities close at _____ PM

Equipment required: _____

MAKE CHECKS PAYABLE TO THE BTPD.